

COLUMBIA POINT PENINSULA REDEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1979, by and between the Columbia Point Community Task Force, Inc. ("Task Force"), a corporation organized and existing pursuant to Chapter 180 of the Massachusetts General Laws, the Boston Housing Authority ("BHA"), a body corporate and politic organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, and the Boston Redevelopment Authority ("BRA"), a body corporate and politic organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, on the following terms and conditions.

WHEREAS, the Task Force is the elected representative body for all residents of Columbia Point and desires to play a major role in the redevelopment of the Peninsula to insure that it meets the needs of current residents to the maximum extent possible and to insure that it provides a decent environment and will be able to meet the needs of future residents as well; and

WHEREAS, the BHA is the owner of the Columbia Point public housing development and has been allocated ten million (\$10,000,000) dollars for the upgrading of living conditions there under the public housing Urban Initiatives Program and wishes to participate in the revitalization of the Columbia Point public housing development as a part of a redevelopment plan for the Peninsula; and

WHEREAS, the BRA is the planning and redevelopment agency for the City of Boston responsible for coordinating planning and redevelopment of the Peninsula, and has applied for two hundred fifty thousand (\$250,000) dollars in Urban Partnership funds to prepare detailed engineering plans for Columbia Point;

NOW, THEREFORE, the Task Force, BHA and BRA mutually agree as follows:

ARTICLE 1 INITIAL POINTS OF AGREEMENT

The Task Force, BHA and BRA hereby agree on the following general principles with regard to the redevelopment of the Peninsula, being the land area denoted on the map attached hereto as Appendix 1 ("Columbia Point Peninsula"):

1.1 All residents of Columbia Point, on or after July 1, 1977, who wish to remain will be provided decent housing on the Peninsula with housing costs not to exceed 25% of their income as a part of the redevelopment of the Peninsula for so long as they abide by the rules and regulations established for residents on the Peninsula.

1.2 The first phase of the redevelopment of the Peninsula shall include to the maximum extent possible the revitalization of the existing public housing development and the provision of decent housing for current residents of that development.

1.3 The parties hereto generally agree on the following land uses for the land areas as outlined on the map attached hereto as Appendix 1 ("Columbia Point Peninsula"). This parcelization is only to reflect general land uses, not ownership or disposition parcels:

Parcel A. A shopping center to serve the residents of the Peninsula and of nearby areas of the City.

Parcel B. New and rehabilitated housing; a public beach and possibly related public recreational facilities such as a marina, land and facilities for recreational uses; facilities for social and other community service programs; a possible student center; and small convenience and specialty shops to serve residents of the housing development or people using adjacent facilities.

Parcel C. The Kennedy Library and State Archives.

Parcel D. The University of Massachusetts at Boston.

Parcel E. Existing institutions and businesses would remain in this area.

1.4 The Task Force as the representative organization for residents of the Peninsula will be joint participants in the modernization, development and operation of all new and rehabilitated housing situated on the Peninsula, on terms to be agreed upon as provided for in Section 2.6 hereof.

1.5 All housing provided on the Peninsula will be planned to accommodate a mixture of resident incomes within each part, to the extent legally permissible, in a fashion which provides as good a living environment for lower income people as for those of higher income.

1.6 The development of community facilities and the expansion of social and community services and programs, in conjunction with housing and commercial development, will be carried out at the earliest possible time to serve the residents of the Peninsula.

1.7 As a part of the redevelopment of the Peninsula, present residents of the Peninsula shall be provided an opportunity to participate in educational and job training programs and be provided job opportunities with a reasonable opportunity for advancement through opportunities created by housing and commercial development, and by the growth of existing businesses and institutions through the redevelopment of the Peninsula. All parties agree to use their resources and best efforts to provide these programs and opportunities for the present residents of the Peninsula and to achieve maximum participation, in these programs and opportunities for residents, of all other existing institutions and businesses on the Peninsula as well.

1.8 At the earliest possible date, management of the public housing development shall be transferred from BHA to management under contract by a private firm, upon provision of a feasible operating budget and development of a management plan acceptable to the BHA and the Task Force. BHA financial obligation for funds for management shall be limited to the Columbia Point pro rata share of the Performance Funding System and any other funds allocated to the BHA specifically for management of Columbia Point.

1.9 The BHA and the Task Force will participate, in consultation with the BHA, in the developer selection process for the parcel owned by the BHA. The BHA Board will make the final selection of the developer. In so doing, the BHA Board shall make its choice of a developer from a group of no more than three development teams. Each of these development teams must have been previously approved and recommended by both the BHA staff and the Task Force. The BHA and the Task Force will participate, in consultation with the BHA, in the developer selection process for all remaining parcels to be redeveloped on the peninsula.

1.10 All parties to this agreement agree that the extent of demolition of portions of the public housing development will be determined as part of the Work Process described below. Demolition of buildings at Columbia Point shall be carried out only after the agreement of the BHA and the Task Force in consultation with the BRA to ensure that demolition is consistent with an overall plan for the Peninsula that effectively meets current and future residents' needs.

1.11 The parties will use their best efforts to insure that there is no reduction in current HUD Annual Contributions Contract funding for Columbia Point.

1.12 The parties hereto will meet weekly or otherwise upon agreement of all of the parties to coordinate their activities.

1.13 As the City agency responsible for coordinating planning and development for the Columbia Point Peninsula, the BRA will convene a Peninsula-wide Planning Advisory Committee consisting of representatives of the Task Force, the BHA, existing Peninsula businesses and institutions, and abutting neighborhoods of Dorchester and South Boston. This Committee will advise on Peninsula-wide planning issues, review development proposals and participate as individual entities where appropriate, and where consistent with the overall plan developed hereunder.

ARTICLE 2 ITEMS REQUIRING AGREEMENT

The Task Force, BHA and BRA agree that in the redevelopment of the Peninsula the following issues must be resolved prior to the implementation of a redevelopment plan.

2.1 More specific locations of new housing, rehabilitated housing, recreational areas, parkland, beach areas, community facilities and small shops.

2.2 Specific range of new and rehabilitated housing units.

2.3 Estimated income mix and occupancy type, i.e., elderly, small family, large family and projected range of financing and subsidy programs to accomplish the estimated mix.

2.4 A plan for desired commercial uses and locations on the Peninsula.

2.5 An overall plan and schedule for redevelopment activities, including the phasing of housing and commercial redevelopment work and timing and selection of participants. Elements of such a plan for the BHA site shall be decided by the BHA and Task Force in consultation with the BRA. Elements of such a plan for remaining parcels on the Peninsula shall be decided by the Task Force and BRA in consultation with the BHA.

2.6 The terms of joint participation agreements between the Task Force, housing developer(s), and owners, including BHA, on the first phase and on each succeeding phase with regard to decision making, work responsibility and financial arrangements shall be made before implementation of the development program for that phase. The parties hereto recognize that specific detailed terms on parcels or phases to be redeveloped substantially after the first phase of redevelopment work may not be able to be arrived at within the time projected herein. To the extent that specific detailed terms on later parcels or phases are not arrived at by the time implementation of the initial phase or phases is otherwise ready to proceed, the parties hereto agree to agree to initial more general terms for Task Force participation for later parcels or phases before proceeding with implementation of the initial parcels or phases and further agree that implementation of the redevelopment of such later parcels or phases shall only be carried out upon agreement to the specific detailed terms of joint participation agreements for such parcels or phases. However, notwithstanding the foregoing, the Task Force and the BHA may agree at any time after the execution of this agreement, to an expenditure of a portion of the BHA Urban Initiatives or Modernization funding for development on the BHA site.

2.7 The process for development of the following plans:

2.7.1 Housing management plan, including rules and regulations for the residents of the Peninsula;

2.7.2 Relocation plan;

2.7.3 Job training and employment plan; and

2.7.4 Tenant services and education plan.

2.8 The general mechanics for implementation of an overall housing, commercial and community facilities plan for the Peninsula.

2.9 Developer selection process, developer selection criteria, and roles of each of the parties hereto in the developer selection process.

ARTICLE 3 WORK PROCESS

In the interest of developing a basis for agreement between the parties as to the elements listed in Article 2, and subject to the Task Force, the BHA and the BRA making their best efforts to meeting the February 8, 1979 HUD approved time schedule (attached herein as Appendix 3), the Task Force, BHA and BRA agree to the following work process:

3.1 Over the sixty-day period beginning upon execution of this agreement the Task Force shall carry out the work described in Appendix 2 hereto.

3.2 Over the sixty-day period the BHA will retain a consultant to survey the conditions of the existing public housing properties and prepare a preliminary cost estimate for various rehabilitation alternatives.

3.3 Over the sixty-day period beginning upon execution of this agreement, the following tasks shall be completed. Each task shall be carried out and reviewed in close consultation with each party hereto, and reviewed in process by all parties hereto. All final studies will include final comments of each party.

3.3.1 The boring and soils analysis work currently being done under contract with BRA and BHA shall be completed.

3.3.2 BHA and BRA staff will conduct a preliminary housing market study with regard to potential new and rehabilitated housing. The BHA will identify low and moderate income market potential and the BRA market rate housing potential.

3.3.3 A preliminary engineering study of the physical requirements and costs of development of a beach area and of the development of housing along the shoreline shall be carried out by the BRA.

3.3.4 The BRA will complete a preliminary market study for the partial redevelopment of the Bayside Mall area to identify commercial uses which can serve the residents of the Peninsula, those commercial uses with a feasible area market and commercial uses which provide the greatest job opportunity for residents of the Peninsula.

3.3.5 An up-to-date review of transportation alternatives, costs, funding and agency commitments required will be carried out by the BRA in conjunction with the Metropolitan District Commission and the Metropolitan Bay Transportation Authority, and reviewed with the Task Force and BHA.

3.3.6 Several interested developers will be given the opportunity to advise the parties hereto on the redevelopment process in informal sessions with all of the parties hereto attending.

3.3.7 A draft developer kit will be assembled by the BRA, the BHA and the Task Force for discussion purposes. The draft developer kit will be refined throughout the process described above.

3.4 The Task Force, BHA and BRA agree to carry out intensive negotiations over thirty days following the completion of the work listed above and to use their best efforts to arrive at agreement with respect to a general plan for the redevelopment of the Peninsula and the contents of a final developer selection kit.

3.5 Immediately following the completion of work as provided for above, the following will be carried out:

3.5.1 Materials necessary for the solicitation of proposals from developers will be finalized by the BHA, BRA and the Task Force. Upon completion, the BRA and BHA will advertise for proposals and proceed with the Task Force with the implementation of the redevelopment plan.

3.5.2 An Urban Redevelopment Plan based upon the plan agreed upon in Section 2.5 will be prepared for approval by the BRA Board, the Mayor, City Council and the Massachusetts Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereto set their hand and seal the day and year first above written.

COLUMBIA POINT COMMUNITY TASK FORCE, INC.

ATTEST

By _____
Terry L. Mair, President

BOSTON HOUSING AUTHORITY

ATTEST

By _____
Kevin P. Feeley, Acting Director

BOSTON REDEVELOPMENT AUTHORITY

ATTEST

By _____
Robert J. Ryan, Director



APPENDIX 1: COLUMBIA POINT PENINSULA

APPENDIX 2

COLUMBIA POINT COMMUNITY TASK FORCE

URBAN INITIATIVES WORK PROGRAM AND PRESENTATION SCHEDULE

Week 1 & 2: Understanding of the Development Process and Major Development Variables

First Week: Presentation and Discussion of
Sample Development Timetable,
including sponsor decision-making
points and timing of public
commitments

Second Week: Visits to Successful Large Scale
Developments

Third Week: Review and Detailed Discussion of
CMJ Proposal as Basis for Observations

Fourth Week: Presentation and Review of Potential
Timetable for Columbia Point
Redevelopment

Week 3 & 4: Establishment of Parameters for Task Force Conception of the Future Columbia Point

First Week: Density Analysis - Presentation
and Discussion of Alternative Numbers
and Types of Units and Land Area,
Resulting Population Estimates and
Service and Space Needs and
Economies

Second Week: Massing Analysis - Presentation
and Discussion of Sketches and
Simple Physical Models for Columbia
Point Community

Third Week: Review of Ongoing Inventory of
Current Human Needs

Fourth Week: Coordination of Density, Massing
and Human Needs Analyses

COLUMBIA POINT COMMUNITY TASK FORCE
Urban Initiatives Work Program and Presentation Schedule
Page Two

Week 5 & 6: Understanding of Financial, Legal and Program Variables

First Week: Presentation and Discussion of Current Financial Structure of Columbia Point, including Urban Initiatives Funding

Second Week: Study of Subsidy, Mortgage, Mortgage Insurance Programs, Equity Financing and other Alternatives and Combinations

Third Week: Review of Alternative Ownership and Management Forms and the Organizational and Financial Implications of Each

Fourth Week: Presentation and Discussion of Alternative Financial, Legal and Program Combinations for Columbia Point

Week 7 & 8: Development of Task Force Positions and Guidelines for Columbia Point Redevelopment

First Week: Presentation and Discussion of Alternative Plans (Reflecting Results of Month 2 and Month 3 Work, including Temporary Relocation Alternatives)

Second and Third Weeks: Review, Further Analysis of Alternatives

Fourth Week: Agreement on Development Guidelines and Positions

COLUMBIA POINT DEVELOPER SELECTION

SCHEDULE OF ACTIVITIES

February 1 - March 19	Columbia Point Community Task Force carries out work items identified in Agreement between BHA, BRA and Task Force
	BHA retains consultant for housing condition survey and preliminary cost estimates for rehab.
February 1 - February 15	BHA, BRA and Task Force prepare draft developer selection kit for discussion purposes, agree upon scope of work items in agreement.
February 1 - March 16	BHA and BRA carry out and review with Task Force all work items identified in proposed agreement: <ul style="list-style-type: none">- Borings and soils analysis- Preliminary housing market study- Preliminary building reuse engineering and cost study- Preliminary Bayside Mall market study- Transportation alternatives- Informal interviews with developers
March 19 - April 6	BHA, BRA and Task Force review and agree on results of work tasks and joint preparation of an overall redevelopment plan.
	Final BHA, BRA, Task Force review and approval of developer kit.
	HUD review of developer kit.
April 9 - April 13	BHA, BRA prepare and release developer selection kit.
	BRA begin detailed preparation of Urban Redevelopment Plan on basis of agreements in developer selection kit.
June 1	Receive developer proposals
June 1 - June 29	BHA, BRA, Task Force review developer proposals.
1st week of July	Select and Tentatively Designate Developer(s) (BHA Board, BRA Board)

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MEMORANDUM

FEBRUARY 15, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: Robert J. Ryan

SUBJECT: COLUMBIA POINT PENINSULA REDEVELOPMENT AGREEMENT

In October of 1978, the BRA Board approved the submission to HUD of an Application for \$250,000 for Urban Partnership funds to support the Authority's planning and development activities at Columbia Point. Approval of this grant is anticipated in March of this year.

In the meantime, preliminary staff work has proceeded with the Boston Housing Authority and with the Columbia Point Community Task Force, Inc., a corporation organized and existing pursuant to Chapter 180 of the M.G.L. In addition to our continuing planning activities, the Authority will be participating with the Boston Housing Authority and the Task Force in programming funds available to the Boston Housing Authority for the modernization of portions of the existing Columbia Point housing project.

In these planning and development activities, it is desirable that the three parties (Boston Housing Authority, Columbia Point Community Task Force, and Boston Redevelopment Authority) enter into an Agreement outlining their individual and mutual responsibilities. Such an agreement has been drafted and reviewed by each party and by the Regional and Area offices of the Department of Housing and Urban Development.

Authorization is requested to enter into an Agreement with the Boston Housing Authority and the Columbia Point Community Task Force for purposes of overall peninsula planning and coordination of development activities.

VOTED: That the Director is hereby authorized to enter into an Agreement with the Boston Housing Authority and the Columbia Point Community Task Force in a form substantially as shown on the attached Agreement, in order to promote continued planning for the Columbia Point Peninsula and assist in coordinating development activities.